



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

1-1-1968

Metropolitan Package Store Association, Inc. and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1968)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Metropolitan Package Store Association, Inc. and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1968)

Location

New York, NY

Effective Date

1-1-1968

Expiration Date

12-31-1970

Number of Workers

933

Employer

Metropolitan Package Store Association, Inc.

Union

Wine and Liquor Store Employees Union

Union Local

122

NAICS

44

Sector

P

Item ID

6178-001b023f015_04

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

SEP 6 1968

AGREEMENT made and entered into as of the first day of January, 1968, by and between WINE AND LIQUOR STORE EMPLOYEES UNION, LOCAL 122, affiliated with DISTILLERY, RECTIFYING, WINE and ALLIED WORKERS INTERNATIONAL UNION OF AMERICA, AFL-CIO, on behalf of its individual members, hereinafter designated as the "Union", and METROPOLITAN PACKAGE STORE ASSOCIATION, INC., hereinafter designated as the "Association", whose members have affirmatively consented to be bound by the terms of this agreement, and who are hereinafter designated as "Employer".

W I T N E S S E T H:

WHEREAS, the parties hereby desire to establish a standard of conditions under which members of the Union shall work for any Employer, during the term of this Agreement, and desire to regulate mutual relations between the parties hereto, with a view to securing harmonious cooperation between them, and averting any and all disputes,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. This agreement shall take effect on the first day of January, 1968 and shall continue to be the only contract between the parties until the 31st day of December, 1970.
2. This agreement is intended to, and shall be, binding only upon those members of the Association who have authorized, and in the future will authorize, the Association in writing to represent them for the term set forth herein, and for the purpose of collective bargaining with the Union.
3. The term "Employee" as used in this agreement includes:
 - (a) Salesmen - Salesmen shall include any and all employees who wait on trade, regardless of other duties performed.
 - (b) Utility - All other employees employed in the establishment of the Employer.
 - (c) Part-Time - Part-Time employee is any employee described in subdivision (a) or (b) herein, who is employed for thirty (30) hours or less in any normal work week.
4. Whenever any Employer shall find it necessary to replace or to employ additional employees, he shall be required first to notify the Union to supply such employees as needed. If the Union shall be unable, within twenty-four (24) hours after request therefor, to furnish any Employer with a member or members in good standing, then and in that event the Employer shall be

permitted to employ a person of his own choosing provided, however, that such person make application to and be accepted as a member of the Union by a duly authorized officer of the Union.

5. New employees shall be considered employed on trial for a period of thirty (30) days. At the end of such thirty (30) day period, new employees shall automatically become and remain permanent or regular employees of the Employer, in which event such employees may not be discharged excepting pursuant to the terms of this agreement, in the manner hereinafter set forth. Any Employer shall only be required to pay employees employed during such trial period for such days as they may actually be employed, and such employees may be discharged at any time during the thirty (30) day trial period. Any Employer, during such trial period, shall have the exclusive right to determine the fitness, honesty and integrity of any employee supplied to him by the Union.

6. Any Employer may, at his own expense, bond (fidelity bond) any employee in his employ with a reputable surety company, and it shall be a cause for dismissal from employment in the event such Employer, by reason of any matter affecting any employee, shall be unable to obtain such surety bond.

7. Whenever any Employer shall find it necessary to employ temporary employees, he shall request the Union to supply such employees to him, pursuant to the terms and provisions hereof. The maximum period of time for the employment of temporary employees shall be for a period of six (6) weeks during each year of this agreement. Any employee employed beyond such period of six (6) weeks shall be deemed to be a permanent employee as defined herein.

8. No Employer shall negotiate or make any arrangements with the employees directly and any such agreements so made shall be void unless it shall be approved in writing by the Union.

9. Subject to the provisions herein, all present employees of any Employer who are or who shall become members of the Union as herein provided, shall be continued in their employment during the life of this agreement.

10. Any Employer who conducts his business as a corporation or partnership shall be exempted to the extent of two (2) working partners or two (2) working officers or two (2) working bonafide directors from membership in the Union, and no more than two (2) such persons shall be recognized as Employers.

11. In the event any Employer shall change his individually operated store to that of a partnership or a corporation, and thereby shall add a partner, director or officer, who shall be actually employed in the store of

such Employer, the most recently employed employee may be discharged to make room for the newly admitted partner or corporate officer.

12. The wife or husband of any Employer, who assists him or her in the conduct of his or her business, shall not be required to be a member of the Union, and such wife or husband actually employed in the store or stores of any Employer shall be deemed to be any Employer; but in such store no more than two (2) persons, including husband and wife, shall be permitted to be employed as Employers.

13. Any Employer may discharge any employee for cause, upon one (1) week's prior notice given to the Union in writing of his intention to discharge him. The Union may, during said period of one (1) week, dispute the cause of discharge or the validity of the intention to discharge, and in the event the parties affected are unable to agree with respect to the same, then and in that event, the justification for the discharge shall be submitted to arbitration as hereinafter provided.

14. Each Employer shall, except in cases affecting temporary employees, give to each employee, fifty-two (52) consecutive weeks of employment during each year of this agreement.

15. Each Employer agrees that he will employ none other than employees in good standing in the Union during the term of this agreement. The Union shall be the sole judge of the good standing of its members and, upon notice by the Union to any Employer in writing that any employee is not a member in good standing in the Union, such employee shall forthwith be discharged.

16. For the duration of this contract, the maximum work week of regular time shall be forty (40) hours, distributed over five (5) days. No single day, however, shall consist of more than eight (8) hours on regular time. The hours of work shall be consecutive and no staggering of hours shall be permitted.

17. Every employee shall receive overtime pay at the rate of time and a half.

18. For the entire duration of this agreement, every employee shall receive two (2) full days of rest each week, and no employee shall be required to work more than five (5) days in any week. Any employee working more than five (5) days in any one week shall receive a minimum compensation of four (4) hours pay at the hourly rate of time and a half of his normal hourly compensation.

19. Each employee shall be entitled to no more than and not less than

sixty (60) consecutive minutes for meals during each day of his employment.

20. All employees in the employ of any Employer covered by this Agreement for one (1) year or more shall receive two (2) full weeks vacation with pay.

21. All employees of any Employer employed less than one (1) year shall receive one (1) days paid vacation for each month employed by the Employer, or any fraction thereof, but in no event shall said employee or employees be paid for more than ten (10) days, nor shall he receive more than two (2) calendar weeks of paid vacation time.

22. All employees in the employ of any Employer covered by this Agreement ten (10) years or more shall receive three (3) weeks vacation with pay.

23. All employees of any Employers covered by this Agreement shall receive eight (8) holidays with pay; said holidays being: New Year's day, Lincoln's Birthday; Washington's Birthday; Decoration Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. In the event that any Employer shall require an employee to work on any of the aforementioned holidays, then the employee shall receive compensation at the rate of two (2) days' pay for said holiday worked.

24. All vacations shall be allotted to the employee during the period commencing with the first day of June, and ending on the 31st day of August of each calendar year.

25. Any right or privilege not herein provided for and existing in favor of any employee, shall be continued as heretofore, and no employee shall be deprived of any such right or privilege heretofore enjoyed.

26. All salesmen who have had one or more years experience in the retail wine and liquor industry shall receive the minimum salaries set forth below, which salaries are recognized in the industry as a minimum wage covering salesmen:

(a) Commencing January 1, 1968, a minimum wage of \$103.00 per week for a forty (40) hour week based on an eight (8) hour day for five (5) days.

(b) Commencing January 1, 1969, a minimum wage of \$106.00 per week for a forty (40) hour week based on an eight (8) hour day for five (5) days.

(c) Commencing January 1, 1970, a minimum wage of \$110.00 per week for a forty (40) hour week based on an eight (8) hour day for five (5) days.

27. All utility employees covered by this Agreement shall receive the minimum salaries set forth below, which salaries are recognized in the industry as a minimum wage covering utility employees:

(a) Commencing January 1, 1968, a minimum wage of \$73.00 per week

for a forty (40) hour week based on an eight (8) hour day for five (5) days.

(b) Commencing January 1, 1969, a minimum wage of \$76.00 per week for a forty (40) hour week based on an eight (8) hour day for five (5) days.

(c) Commencing January 1, 1970, a minimum wage of \$80.00 per week for a forty (40) hour week based on an eight (8) hour day for five (5) days.

28. All part-time employees shall be paid at the rate of One and 80/100 (\$1.80) Dollars per hour for each hour worked.

29. (a) If more than one (1) part-time employee is employed by any Employer as set forth herein, and if the total number of non-current hours of work of said two (2) or more part-time employees shall exceed forty (40) hours per week, then and in that event the Employer shall make payment for each of said part-time employees as provided in Paragraphs "30" and "31" hereinafter set forth.

(b) In the event that any Employer objects to a classification of employment as part-time or regular, then the Employer shall, within one (1) week after it has received notice from the Union of the classification of the employment, submit written objection to the Union of said classification, setting forth the reasons for said objection.

30. All Employers shall pay to the Retail Wine and Liquor Employees Insurance Fund the sum of Six (\$6.00) Dollars per week per employee. The monies so paid shall be held in trust and controlled exclusively by the Retail Wine and Liquor Employees Insurance Fund by its Trustees, acting in accordance with Retail Wine and Liquor Employees Insurance Fund Agreement and Declaration of Trust, and amendments thereto, filed at the offices of the Retail Wine and Liquor Employees Insurance Fund. The monies collected in accordance with this paragraph and held in trust by the Trustees herein, shall be used solely and exclusively for the purpose of providing group life insurance, group accident and health insurance, and group lost time or disability insurance, and such other forms of group insurance for medical care and hospitalization as the Trustees referred to herein may reasonably determine, and also for the purpose of covering necessary supervisory and administration expenses.

31. All Employers shall pay to the Retail Wine and Liquor Employees Pension Fund the sum of Five (\$5.00) Dollars per week per employee. The monies so paid shall be held in trust and controlled exclusively by the Retail Wine and Liquor Employees Pension Fund by its Trustees, acting in accordance with Retail Wine and Liquor Employees Pension Fund Agreement and

Declaration of Trust, and amendments thereto, filed at the offices of the Retail Wine and Liquor Employees Pension Fund. The monies collected in accordance with this paragraph and held in trust by the Trustees herein, shall be used solely and exclusively for the purpose of establishing and continuing a Pension Fund and for the purpose of providing supervisory and administrative expenses therefor.

32. No payment shall be made as set forth in Paragraphs "30" and "31" hereof for any part-time employee working less than thirty (30) hours in any normal work week.

33. There shall be no decrease in wages during the term of this Agreement.

34. Any Employer shall permit the authorized representative of the Union to visit his or its store for the purpose of observing compliance with the terms of this Agreement. There shall be no meetings of employees during the normal working hours.

35. Each of the parties will, at all times, invoke its powers of discipline against its members who willfully violate any of the terms, conditions and provisions of this Agreement.

36. In the event the conditions of business of any Employer require a decrease in the number of employees in his employ, he shall so inform the Union in writing and the matter, if not adjusted between the parties, shall be referred to arbitration as hereinafter provided.

37. In no event shall any Employer decrease the number of regular employees while there is still in his employ any part-time employee.

38. Any Employer shall have the right to dismiss any employee who shall be indicted or convicted of any crime, or shall have been found guilty by any of the proper authorities of violating any of the laws or rules of the State Liquor Authority.

39. Any Employer may replace an employee who shall have absented himself from his employment without cause for more than one (1) week.

40. Each Employer agrees to deduct the Union dues and/or assessments from his respective Union employees and transmit all such collections to the local office of the Union, on or before the first day of each month. The Employer shall be held harmless from any liability whatsoever in handling such Union dues and/or assessments and, in his discretion, any Employer may require a release from the Union upon making payment of dues and/or assessments.

41. Either party to this Agreement may re-open discussions and negotiations relating to a new Agreement by sending written notice by certified mail of such intention, two months prior to the termination date of this Agreement.

42. There shall be no stoppage, lockout, strike or picketing during the term of this Agreement, unless either party hereto shall fail or refuse to submit any dispute or controversy hereunder to arbitration. This provision however, shall not be applicable to the Union or any member thereof in the event of: (1) any legitimate strike or industrial dispute occurring in the wine and liquor industry between any labor union and person, firms and corporations doing business with any Employer; (2) failure on the part of the Employer to make payments as required in Paragraphs "30" and "31" of this Agreement; (3) discharge of any employee by an Employer unless prior to the discharge the cause of said discharge was submitted to arbitration; (4) non-payment of wages on the due date thereof; and (5) failure or refusal of either party to this Agreement to comply with an arbitration award within forty-eight (48) hours after such award has been rendered.

43. All requests for relief from any provision of this Agreement, as well as all disputable controversies between the parties, or any of them, unless amicably adjusted between the parties hereto, shall be referred to an arbitrator to be designated by the New York State Board of Mediation for arbitration. The decision of the arbitrator shall be final and binding upon the parties hereto.

44. This Agreement shall be binding upon both parties herein, and their successors and assigns, and shall take effect from the time the same is signed by a duly authorized Union representative and shall expire on the 31st day of December, 1970.

45. It is understood and agreed by both parties that any person signing this Agreement in a representative capacity shall be held harmless from personal liability for any reason whatsoever.

46. The Union will not grant to any individual Employer or any other group or organization of Employers, any more favorable terms than herein provided for, and in the event of any agreement entered into between the Union and any Employer or group or organization of Employers shall be more favorable to the Employer than any of the provisions hereinbefore provided, then such more favorable provisions shall be substituted for the less favorable provisions contained in this Agreement.

47. A list of the original consents to be bound by the terms of this Agreement, signed by the Individual Employers, shall be filed with the Union and shall be considered part of this Agreement, with the same force and effect as if they were annexed to this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the 8th day of December, 1967.

WINE AND LIQUOR STORE EMPLOYEES UNION,
LOCAL 122, AFL-CIO

By: /s/ John M. O'Grady
John M. O'Grady, President-Manager

METROPOLITAN PACKAGE STORE ASSOCIATION, INC.

By: /s/ Joseph Ullman
Joseph Ullman, Executive Director